



UNITED STATES MARINE CORPS  
MARINE CORPS SYSTEMS COMMAND  
2200 LESTER STREET  
QUANTICO, VIRGINIA 22134-5010

IN REPLY REFER TO:

5720  
DON-USMC-2015-006576  
6 Jul 15

FOIA Group  
Ms. Rose Santos  
P.O. Box 368  
Depew, NY 14043

SUBJECT: FOIA DON-USMC-2015-006576

Dear Ms. Santos:

This responds to your FOIA request dated June 5, 2015, which requests a copy of contracts M67854-11-F-1016, including all modifications and the Statement of Work.

Please find enclosed a releasable copy of the requested documents.

In light of the *MCI Worldcom, Inc, v. GSA* decision, the Department of Justice Office of Information and Privacy has advised the Navy Office of the General Counsel that submitter notification in accordance with Executive Order 12,600 should be made whenever an agency receives a FOIA request for documents that contain potentially confidential information in order to obtain and consider any objections to disclosure. Therefore, in accordance with Presidential Executive Order 12,600, we allowed the submitter to review the documents and provide comment.

Pursuant to the aforementioned Executive Order 12,600 request, the submitters provided the Marine Corps Systems Command with proposed redactions pursuant to Exemption 5 U.S.C. § 552(b)(4) and 5 U.S.C. § 552 (b)(6). These submitter redactions are identified in the enclosed documents.

FOIA Exemption 5 U.S.C. § 552(b)(4) exempts from disclosure (i) voluntarily submitted commercial or financial information provided that the submitter does not "customarily" disclose the information to the public and provided that disclosure would be likely to interfere with the continued and full availability of the information to the government, or (ii) information likely to cause substantial harm to the competitive position of the person from whom it was obtained and likely to impact on the government's ability to obtain reliable information in the future. See Critical Mass Energy Project v. NRC, 975 F2d 871, 879-80 (D.C. Cir. 1992), cert. denied, 113 S.Ct. 1579 (1993); National Parks & Conservation Ass'n v. Morton, 498 F2d 765, 766 (D.C. Cir. 1974); Canadian Commercial Corp. v. Dept. of Air Force, 514 F.3d 37 (D.C. Cir., 2008).

6 Jul 15

FOIA Exemption 5 U.S.C. § 552(b)(6) exempts disclosure of information that would constitute a clearly unwarranted invasion of personal privacy.

In an effort to minimize further delay we request that you review the enclosures and identify any withheld information that you believe was withheld improperly. MARCORSYSCOM will then determine whether the release of any requested information is proper under the FOIA and provide any additional releasable information in a "final release" letter. If we do not receive any notification from you, which specifically requests the release of any redacted information by May 29, 2015, this letter will become the final response and we will close this FOIA request.

As of July 6, 2015, one hour of search and review (currently billed at \$44 per hour) has been expended during the processing of your request. Please remit a check or money order, payable to the Treasurer of the United States in the amount of \$44.00 to: COMMANDER, ATTN LAW, MARCORSYSCOM, 2200 LESTER STREET, SUITE 120, QUANTICO VA 22134-5010.

If at any time you are not satisfied that a diligent effort was made to process your request, you may file an administrative appeal with the Assistant to the General Counsel (FOIA) at: Department of the Navy, Office of the General Counsel, ATTN: FOIA Appeals Office, 1000 Navy Pentagon Room 4E635, Washington DC 20350-1000.

For consideration, the appeal must be received in that office within 60 days from the date of this letter. Attach a copy of this letter and a statement regarding why you believe an adequate search was not conducted. Both your appeal letter and the envelope should bear the notation "FREEDOM OF INFORMATION ACT APPEAL". Please provide a copy of any such appeal letter to the MARCORSYSCOM address above.

Any questions concerning this matter should be directed to Mrs. Bobbie Cave at (703) 432-3934 or [bobbie.cave@usmc.mil](mailto:bobbie.cave@usmc.mil).

Sincerely,



for

LISA L. BAKER  
Counsel

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   4</b>
2. AMENDMENT/MODIFICATION NO. <b>P00020</b>		3. EFFECTIVE DATE <b>23-Dec-2014</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>	7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<b>X</b>	10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>
				<b>X</b>	10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>
CODE <b>1NXG2</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<b>X</b> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.217-9 Option to Extend the Term of the Contract</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>msanders15519</b>  See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: mark.sanderson@usmc.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Mark R. Sanderson</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>23-Dec-2014</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:  
P000019 CONTINUATION PAGE

1. The purpose of this modification is to exercise the third option year, CLINs 4001, 4002, 4004, 4005, 4006, 4007, and 4008.
2. CLINs 4001, 4002, 4004, 4005, 4006, 4007, and 4008 are exercised in their entirety for the performance period of 28 December 2014 to 27 December 2015.
3. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,586,321.64 from \$21,243,478.17 to \$26,829,799.81.

SUPPLIES OR SERVICES AND PRICES

CLIN 4001

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545015RCH2721 has been added.

CLIN 4002

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545015RCH2721 has been added.

CLIN 4004

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545015RCH2721 has been added.

CLIN 4005

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545015RCH2721 has been added.

CLIN 4006

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545015RCH2721 has been added.

CLIN 4007

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545015RCH2721 has been added.

CLIN 4008

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,586,321.64 from \$21,243,478.17 to \$26,829,799.81.

CLIN 4001:

AG: 17511061A2A 310 67854 067443 2D M95450 5RCH272124LZ (CIN 00000000000000000000000000000000) was increased by \$ (b) (4) from \$0.00 to (b) (4).  
The contract ACRN AG has been added.  
The CIN 00000000000000000000000000000000 has been added.  
The Cost Code 5RCH272124LZ has been added.

CLIN 4002:

AG: 17511061A2A 310 67854 067443 2D M95450 5RCH272124LZ (CIN 00000000000000000000000000000000) was increased by \$ (b) (4) from \$0.00 to (b) (4).  
The contract ACRN AG has been added.  
The CIN 00000000000000000000000000000000 has been added.  
The Cost Code 5RCH272124LZ has been added.

CLIN 4004:

AG: 17511061A2A 310 67854 067443 2D M95450 5RCH272124LZ (CIN 00000000000000000000000000000000) was increased by \$ (b) (4) from \$0.00 to (b) (4).  
The contract ACRN AG has been added.  
The CIN 00000000000000000000000000000000 has been added.  
The Cost Code 5RCH272124LZ has been added.

CLIN 4005:

AG: 17511061A2A 310 67854 067443 2D M95450 5RCH272124LZ (CIN 00000000000000000000000000000000) was increased by \$ (b) (4) from \$0.00 to (b) (4).  
The contract ACRN AG has been added.  
The CIN 00000000000000000000000000000000 has been added.

The Cost Code 5RCH272124LZ has been added.

CLIN 4006:

AG: 17511061A2A 310 67854 067443 2D M95450 5RCH272124LZ (CIN  
00000000000000000000000000000000) was increased by \$ (b) (4) from \$0.00 to \$ (b) (4)  
The contract ACRN AG has been added.  
The CIN 00000000000000000000000000000000 has been added.  
The Cost Code 5RCH272124LZ has been added.

CLIN 4007:

AG: 17511061A2A 310 67854 067443 2D M95450 5RCH272124LZ (CIN  
00000000000000000000000000000000) was increased by \$40,000.00 from \$0.00 to \$40,000.00  
The contract ACRN AG has been added.  
The CIN 00000000000000000000000000000000 has been added.  
The Cost Code 5RCH272124LZ has been added.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00019</b>		3. EFFECTIVE DATE <b>23-Jul-2014</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>MARCORSYSCOM PM AMMO</b> <b>ATTN: PM AMMO PM116</b> <b>2200 LESTER STREET</b> <b>QUANTICO VA 22134</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS</b> <b>10500 BATTLEVIEW PKWY, SUITE 200</b> <b>MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED</b> <b>(b) (6)</b> <b>12011 SUNSET HILLS ROAD SUITE 400</b> <b>RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS.</b> IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a) By Mutual Agreement</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>msanders142186</b> 1. Contract Line Item 3007 is decreased by \$3,570.00 as set forth on page 2.  2. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>MARK R. SANDERSON / CONTRACTING OFFICER</b> TEL: 703-432-3271 EMAIL: <a href="mailto:marksanderson@usmc.mil">marksanderson@usmc.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Mark R. Sanderson</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>23-Jul-2014</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$3,570.00 from (b) (4) to \$ (b) (4)

SUPPLIES OR SERVICES AND PRICES

CLIN 3007

The estimated/max cost has decreased by \$3,570.00 from \$40,000.00 to \$36,430.00.

The total cost of this line item has decreased by \$3,570.00 from \$40,000.00 to \$36,430.00.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$ (b) (4) from (b) (4) to \$ (b) (4)

CLIN 3007:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963007) was decreased by \$3,570.00 from \$40,000.00 to \$36,430.00

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00018</b>		3. EFFECTIVE DATE <b>25-Mar-2014</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>FAR 52.217-9 Option to Extend the Term of the Contract</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>msanders141418</b>  See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: mark.sanderson@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Mark R. Sanderson</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>25-Mar-2014</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00018 CONTINUATION SHEET

1. The purpose of this modification is to fund the remainder of the third option year, CLINs 3001, 3004, 3005, 3006 and 3007, for the period of 28 March 2014 to 27 December 2014.
2. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3004

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3005

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3006

The MILSTRIP has changed from M9545014RCH24960002 to M9545014RCH24960003.

CLIN 3007

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960003.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$ (b) (4) from \$ (b) (4)

CLIN 3001:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$ (b) (4)

CLIN 3004:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by \$ (b) (4)

CLIN 3005:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$ (b) (4)

CLIN 3006:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$ (b) (4)

CLIN 3007:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963007) was increased by \$30,000.00 from \$10,000.00 to \$40,000.00

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00017</b>		3. EFFECTIVE DATE <b>28-Feb-2014</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>msanders141161</b>  <b>See Page 2 for continuation sheet for this modification, P00017.</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>MARK R. SANDERSON / CONTRACTING OFFICER</b> TEL: 703-432-3271 EMAIL: <a href="mailto:marksanderson@usmc.mil">marksanderson@usmc.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY <u>Mark R. Sanderson</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>20-Mar-2014</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00017 CONTINUATION SHEET

1. The purpose of this modification is to correct the dates for the funded period of performance referenced in Modification P00016. For, CLINs 3001, 3004, 3005, and 3006, funds are available for the performance period of 28 February 2014 to 27 March 2014, not 31 March 2014 as stated in Modification P00016. Contractor is not authorized to perform beyond 27 March 2014 until notified by the Contracting Officer. FAR 52.232-18, Availability of Funds, applies.
2. All other terms and conditions remain unchanged.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00016</b>		3. EFFECTIVE DATE <b>26-Feb-2014</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b) (7) (F) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.217-9 Option to Extend the Term of the Contract</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>msanders141062</b> See Page 2							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: <a href="mailto:marksanderson@usmc.mil">marksanderson@usmc.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Mark R. Sanderson</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>26-Feb-2014</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00016 CONTINUATION SHEET

1. The purpose of this modification is to fund the third option year, CLINs 3001, 3004, 3005, and 3006, for the period of 28 February 2014 to 31 March 2014. For these CLINs, funds are available for the performance period of 28 February 2014 to 31 March 2014. Contractor is not authorized to perform beyond 31 March 2014 until notified by the Contracting Officer. FAR 52.232-18, Availability of Funds, applies.

2. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

CLIN 3004

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

CLIN 3005

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

CLIN 3006

The MILSTRIP has changed from M9545014RCH24960001 to M9545014RCH24960002.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$ (b) (4) from \$ (b) (4)

CLIN 3001:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$ (b) (4)

CLIN 3004:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by \$ (b) (4)

CLIN 3005:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$ (b) (4)

CLIN 3006:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$ (b) (4)

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00015</b>		3. EFFECTIVE DATE <b>24-Jan-2014</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.217-9 Option to Extend the Term of the contract</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>eubanksm14690</b> Funding <b>CLINS</b>  <b>See Page 2</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: marksanderson@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Mark R Sanderson</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>24-Jan-2014</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION SHEET

1. The purpose of this modification is to fund the third option year, CLINs 3001, 3004, 3005, and 3006, for the period of 28 January 2014 to 27 February 2014. For these CLINs, funds are available for the performance period of 28 Jan 14 to 27 Feb 14. Contractor is not authorized to perform beyond 27 Feb 14 until notified by the Contracting Officer. FAR 52.232-18, Availability of Funds, applies.

2. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

CLIN 3004

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

CLIN 3005

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

CLIN 3006

The MILSTRIP has changed from M9545014RCH2496 to M9545014RCH24960001.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from \$ [REDACTED]

CLIN 3001:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$ (b) (4)

CLIN 3004:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by \$ (b) (4)

CLIN 3005:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$ (b) (4)

CLIN 3006:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$ (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 17-Dec-2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE M67854		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. M67854-11-F-1016			
				X 10B. DATED (SEE ITEM 13) 15-Dec-2010			
CODE 1NXG2		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: msanders14552  See Page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK R. SANDERSON / CONTRACTING OFFICER TEL: 703-432-3271 EMAIL: mark.sanderson@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Mark R. Sanderson</i> (Signature of Contracting Officer)		16C. DATE SIGNED 17-Dec-2013	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION SHEET

1. The purpose of this modification is to exercise the third option year, CLINs 3001, 3002, 3004, 3005, 3006, 3007, and 3008.
2. Option CLINs 3001, 3004, 3005, 3006, 3007, and 3008 are exercised contingent upon the availability of funds. For these CLINs, funds are available for the performance period of 28 December 2013 to 27 January 2014. Contractor is not authorized to perform beyond 27 January 2014 until notified by the contracting officer. FAR 52.232-18, Availability of Funds, applies. Option CLIN 3002 is funded in its entirety.
3. All other terms and conditions remain unchanged.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$ (b) (4)

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCH2496 has been added.

CLIN 3002

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCH2496 has been added.

CLIN 3004

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCH2496 has been added.

CLIN 3005

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCH2496 has been added.

CLIN 3006

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCH2496 has been added.

CLIN 3007

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545014RCH2496 has been added.

CLIN 3008

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4)  
(b) (4)

CLIN 3001:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963001) was increased by \$ (b) (4)  
The contract ACRN AE has been added.  
The CIN M9545014RCH24963001 has been added.  
The Cost Code 4RCH249624LZ has been added.

CLIN 3002:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963002) was increased by \$ (b) (4)  
The contract ACRN AE has been added.  
The CIN M9545014RCH24963002 has been added.  
The Cost Code 4RCH249624LZ has been added.

CLIN 3004:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963004) was increased by \$ (b) (4)  
The contract ACRN AE has been added.  
The CIN M9545014RCH24963004 has been added.  
The Cost Code 4RCH249624LZ has been added.

CLIN 3005:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963005) was increased by \$ (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCH24963005 has been added.

The Cost Code 4RCH249624LZ has been added.

CLIN 3006:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963006) was increased by \$ (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCH24963006 has been added.

The Cost Code 4RCH249624LZ has been added.

CLIN 3007:

AE: 17411061A2A 252 67854 067443 2D M95450 4RCH249624LZ (CIN M9545014RCH24963007) was increased by \$ (b) (4)

The contract ACRN AE has been added.

The CIN M9545014RCH24963007 has been added.

The Cost Code 4RCH249624LZ has been added.

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   5</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00013</b>		3. EFFECTIVE DATE <b>24-Jun-2013</b>		4. REQUISITION/PURCHASE REQ. NO. <b>M9545013RCH2511</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>MARCORSYS COM PM AMMO ATTN: PM AMMO 2200 LESTER STREET QUANTICO VA 22134</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED (b)(6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____							
X D. OTHER (Specify type of modification and authority) <b>FAR 43.103(a) By Mutual Agreement</b>							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>msanders133064</b> 1. The purpose of this modification is to update the key personnel position of OIS-MC Lead Business Analyst to replace [REDACTED] with [REDACTED] 2. All other terms and conditions remain unchanged. Contract amount remains unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				<b>MARK R. SANDERSON / CONTRACTING OFFICER</b> TEL: 703-432-3271 EMAIL: mark.sanderson@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY <u>Mark R. Sanderson</u>		24-Jun-2013	
				(Signature of Contracting Officer)			



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

**SECTION H**  
**Special Contract Requirements**

**H.1. SUBSTITUTION OF KEY PERSONNEL**

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel	
Program Manager	(b) (6)
MAKE Lead Business Systems Analyst	(b) (6)
OIS-MC Lead Business Systems Analyst	(b) (6)
MAKE Lead Application Developer/Programmer	(b) (6)
OIS-MC Lead Application Developer/Programmer	(b) (6)

**H.2. UNAUTHORIZED CHANGES**

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

### **H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

### **H.4. SECURITY**

Reserved.

### **H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. *THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.*

### **H.6. GOVERNMENT FURNISHED PROPERTY**

The Government will not provide any GFP under this contract.

#### **H.7. TRAVEL**

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   8</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00012</b>		3. EFFECTIVE DATE <b>12-Feb-2013</b>		4. REQUISITION/PURCHASE REQ. NO. <b>M9545013RCH2511</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>MARCORSYSCOM PM AMMO ATTN: PM AMMO 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>				FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: By mutual agreement of the parties.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>campbelj131576</b> The purpose of this modification is to: 1) Revise CLIN 2003. 2) Remove Option CLIN 3003 and Option CLIN 4003. CLINs 3003 and 4003 shall become reserved. 3) update the key personnel position for the OIS-MC Lead Business Systems Analyst from (b) (6) and 4) update the key personnel position for the OIS-MC Lead Application Developer/Programmer from (b) (6). The total contract value remains unchanged. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>JEFFREY CAMPBELL / CONTRACTING OFFICER</b> TEL: 703-432-4179 EMAIL: jeffrey.l.campbell@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY <i>Jeffrey L. Campbell</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>12-Feb-2013</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

**CLIN 2003**

The CLIN extended description has changed from The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract. to The Contractor shall provide a 3 year DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract..

The pricing detail quantity has decreased by (b) (4)

The unit price amount has increased by (b) (4)

The unit of issue has changed from Months to Lot.

**CLIN 3003**

The contract type FFP has been deleted.

The CLIN type priced has been deleted.

The CLIN description has changed from DotNetNuke Software License to Reserved.

The CLIN extended description The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract. has been deleted.

The pricing detail quantity (b) (4) has been deleted.

The unit price amount \$ (b) (4) has been deleted.

The unit of issue Months has been deleted.

The option status has changed from Option to No Status.

The FOB Destination has been deleted.

The total cost of this line item has decreased by \$ (b) (4) to

UNDEFINED.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Reserved				\$0.00

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CLIN 4003

The contract type FFP has been deleted.  
The CLIN type priced has been deleted.  
The CLIN description has changed from DotNetNuke Software License to Reserved.  
The CLIN extended description The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract. has been deleted.  
The pricing detail quantity (b) (4) has been deleted.  
The unit price amount \$ (b) (4) has been deleted.  
The unit of issue Months has been deleted.  
The option status has changed from Option to No Status.  
The FOB Destination has been deleted.  
The total cost of this line item has decreased by \$ (b) (4) to

UNDEFINED.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Reserved				\$0.00

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DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 2003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2012 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule Item has been deleted from CLIN 3003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2013 TO 27-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule Item has been deleted from CLIN 4003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

#### INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 3003 has been changed from:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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To:                      INSPECT AT                      INSPECT BY                      ACCEPT AT                      ACCEPT BY  
                                 Destination                      Government                      Destination                      N/A

The Acceptance/Inspection Schedule for CLIN 4003 has been changed from:  
INSPECT AT                      INSPECT BY                      ACCEPT AT                      ACCEPT BY  
Destination                      Government                      Destination                      Government

To:                      INSPECT AT                      INSPECT BY                      ACCEPT AT                      ACCEPT BY  
                                 Destination                      Government                      Destination                      N/A

The following have been modified:

SECTION H

**Special Contract Requirements**

**H.1. SUBSTITUTION OF KEY PERSONNEL**

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel	
Program Manager	(b) (6)
MAKE Lead Business Systems Analyst	(b) (6)
OIS-MC Lead Business Systems Analyst	(b) (6)
MAKE Lead Application Developer/Programmer	(b) (6)
OIS-MC Lead Application Developer/Programmer	(b) (6)

**H.2. UNAUTHORIZED CHANGES**

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

**H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**H.4. SECURITY**

Reserved.

**H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. *THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.*

#### **H.6. GOVERNMENT FURNISHED PROPERTY**

The Government will not provide any GFP under this contract.

#### **H.7. TRAVEL**

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   4</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00011</b>		3. EFFECTIVE DATE <b>12-Dec-2012</b>		4. REQUISITION/PURCHASE REQ. NO. <b>M9545013RCH2511</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>MARCORSYSCOM PM AMMO</b> <b>ATTN: PM AMMO</b> <b>39 TECH PARKWAY, SUITE 211</b> <b>STAFFORD VA 22556</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS</b> <b>10500 BATTLEVIEW PKWY, SUITE 200</b> <b>MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED</b> <b>(b) (6)</b> <b>12011 SUNSET HILLS ROAD SUITE 400</b> <b>RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS.</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>FAR 52.217-9 Option to Extend Term of Contract</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>campbelj13887</b> The purpose of this modification is to exercise Task Order Option Year 2. Please note on the top of page 2 of the modification, under the summary of changes, the total cost amounts contain rounding errors. The total contract value has increased by \$ <b>(b) (4)</b> from \$ <b>(b) (4)</b> . All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>JEFFREY CAMPBELL / CONTRACTING OFFICER</b> TEL: 703-432-4179 EMAIL: <b>jeffrey.l.campbell@usmc.mil</b>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY <b>Jeffrey L. Campbell</b> (Signature of Contracting Officer)		16C. DATE SIGNED <b>12-Dec-2012</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$ (b) (4)

SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545013RCH2511 has been added.

CLIN 2002

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545013RCH2511 has been added.

CLIN 2003

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545013RCH2511 has been added.

CLIN 2004

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545013RCH2511 has been added.

CLIN 2005

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545013RCH2511 has been added.

CLIN 2006

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545013RCH2511 has been added.

CLIN 2007

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545013RCH2511 has been added.

CLIN 2008

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from \$ (b) (4)

CLIN 2001:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112001) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112001 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2002:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112002) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112002 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2003:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112003) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112003 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2004:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112004) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112004 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2005:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112005) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112005 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2006:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112006) was increased by \$ (b) (4)

The contract ACRN AD has been added.

The CIN M9545013RCH25112006 has been added.

The Cost Code 3RCH251124LZ has been added.

CLIN 2007:

AD: 17311061A2A 252 67854 067443 2D M95450 3RCH251124LZ (CIN M9545013RCH25112007) was increased by \$40,000.00 from \$0.00 to \$40,000.00

The contract ACRN AD has been added.

The CIN M9545013RCH25112007 has been added.

The Cost Code 3RCH251124LZ has been added.

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   5</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00010</b>		3. EFFECTIVE DATE <b>12-Jul-2012</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY  MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6)  DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b) (6) 12011 SUNSET HILLS ROAD SUITE 400 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. (Changes Clause 52.243-1)							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>thompson122686</b> The purpose of this modification is to: 1) update the key personnel position for MAKE Lead Application Developer/ Programmer, from Matt Farran to Joshua French; 2) update the key personnel position for the OIS-MC Lead Application Developer/Programmer from Mark Fowler to Greg Merrill, and 3) update Access' Address to reflect changes in the CCR. The total contract value remains unchanged. For a summary of changes see page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEFFREY CAMPBELL / CONTRACTING OFFICER TEL: 703-432-4179 EMAIL: jeffrey.Lcampbell@usmc.mil			
15B. CONTRACT OR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY <u>Jeffrey L. Campbell</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>12-Jul-2012</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The contractor organization has changed from  
ACCESS SYSTEMS, INCORPORATED  
(b) (6)  
11710 PLAZA AMERICA DR STE 900  
RESTON VA 20190-4742  
to  
ACCESS SYSTEMS, INCORPORATED  
(b) (6)  
12011 SUNSET HILLS ROAD SUITE 400  
RESTON VA 20190-4742

The following have been modified:

SECTION H

Special Contract Requirements

**H.1. SUBSTITUTION OF KEY PERSONNEL**

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel	
Program Manager	(b) (6)
MAKE Lead Business Systems Analyst	(b) (6)
OIS-MC Lead Business Systems Analyst	(b) (6)

<i>MAKE Lead Application Developer/Programmer</i>	(b) (6)
<i>OIS-MC Lead Application Developer/Programmer</i>	(b) (6)

## H.2. UNAUTHORIZED CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

## H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **H.4. SECURITY**

Reserved.

#### **H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. *THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.*

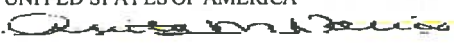
#### **H.6. GOVERNMENT FURNISHED PROPERTY**

The Government will not provide any GFP under this contract.

#### **H.7. TRAVEL**

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   4</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00009</b>		3. EFFECTIVE DATE <b>28-Dec-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED (b) (6) 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>Per FAR 52.217-9 Option to Extend Term of Contract</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>thompson12998</b> The purpose of this modification is to exercise Task Order Option Year 1. The total contract value has increased by <b>(b) (4)</b> from <b>(b) (4)</b> For a summary of changes see page 2. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ANITA M. NORRIS / CONTRACTING OFFICER</b> TEL: 703-432-3153 EMAIL: <a href="mailto:anita.norris@usmc.mil">anita.norris@usmc.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>21-Dec-2011</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545012RCAF432 has been added.

CLIN 1002

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545012RCAF432 has been added.

CLIN 1003

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545012RCAF432 has been added.

CLIN 1004

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545012RCAF432 has been added.

CLIN 1005

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545012RCAF432 has been added.

CLIN 1006

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545012RCAF432 has been added.

CLIN 1007

The option status has changed from Option to Option Exercised.  
The MILSTRIP M9545012RCAF432 has been added.

CLIN 1008

The option status has changed from Option to Option Exercised.



ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from \$ (b) (4)

CLIN 1001:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321001) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321001 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1002:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321002) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321002 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1003:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321003) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321003 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1004:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321004) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321004 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1005:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321005) was increased by \$ (b) (4)

The contract ACRN AC has been added.

The CIN M9545012RCAF4321005 has been added.

The Cost Code 2RCAF43224LZ has been added.

CLIN 1006:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321006) was increased by \$ (b) (4)

The contract ACRN AC has been added.



The CIN M9545012RCAF4321006 has been added.  
The Cost Code 2RCAF43224LZ has been added.

CLIN 1007:

AC: 17211061A2A 251 67854 067443 2D M95450 2RCAF43224LZ (CIN M9545012RCAF4321007) was increased by \$40,000.00 from \$0.00 to \$40,000.00

The contract ACRN AC has been added.

The CIN M9545012RCAF4321007 has been added.

The Cost Code 2RCAF43224LZ has been added.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   4</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00008</b>		3. EFFECTIVE DATE <b>14-Nov-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b) (6) 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>thompson12352</b> The purpose of this modification is to: 1) change Block 16 of the contract to state DCMA S2404A as the contract administrator; and 2) update section G to include G.2 Delegation of Authority for Contract Administration. All other terms and conditions remain unchanged. The total contract value remains unchanged. For a summary of changes see page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3153 EMAIL: anita.norris@usmc.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Anita M. Norris</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>08-Nov-2011</b>	
(Signature of person authorized to sign)							

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The Criticality code C has been added.

The 'administered by' organization has changed from  
MARCORSYSCOM PM AMMO  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
to  
DCMA MANASSAS  
10500 BATTLEVIEW PKWY, SUITE 200  
MANASSAS VA 20109-2342

The 'Payment will be made by' organization has changed from  
DFAS - COLUMBUS CENTER  
DFAS - CO/SOUTH ENTITLEMENT OPERATIONS (8  
PO BOX 182264  
COLUMBUS OH 43218-2264  
to  
DFAS - COLUMBUS CENTER  
DFAS - CO/SOUTH ENTITLEMENT  
OPERATIONS (8558)  
PO BOX 182264  
COLUMBUS OH 43218-2264

The following have been modified:

SECTION G

Contract Administration Data

ADMINISTRATION DATA

**G. 1 MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)**

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Training for WAWF is available at <http://www.wawftraining.com/index.html>.

The USMC WAWF-RA point of contact for this contract is (1) Mr. John Corrigan, and can be reached on (2) 703-432-4445, or via email at (3) [john.corrigan@usmc.mil](mailto:john.corrigan@usmc.mil). The alternate USMC WAWF-RA point of contact is (4) Ms. Cassandra Holloway, and can be reached on (5) 703-432-4443, or via email at (6) [cassandra.holloway@usmc.mil](mailto:cassandra.holloway@usmc.mil).

The contractor is directed to use the following guidance when choosing a format for processing invoices, receiving reports, and cost vouchers. If billing for Materials Only, select "Combo." If billing for Materials and Service, select "Combo." If billing for Services Only, select 2-in-1 (Services Only). If billing for Cost Type/Reimbursable Contracts, select "Cost Voucher."

Contractor is to submit payment requests only for items delivered to the Government. Contractor is to provide tracking information (e.g., FedEx, UPS, etc. transportation/shipping document) allowing confirmation of delivery by the Government. Tracking information and a packing slip or invoice indicating the quantity and ship-to location per Section F will be attached and uploaded into WAWF as supporting documentation.

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

E-Mail: CCO-KC-VPIS@DFAS.MIL (Vendor Pay)

PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)

WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

The WAWF-RA Point of contact for this contract is Candy Burchett. Ms. Burchett can be reached at 703-432-8788

Data entry information in WAWF:  
Payment Office DoDAAC: HQ0338  
Issue By DoDAAC: M67854  
Admin Office DoDAAC: S2404A  
Ship To DoDAAC: M67854  
Service Acceptor DODAAC: AMMO  
Service Approver DODAAC: M67854

Additional E-mail notifications of invoices and Points of Contact:

Anita M. Norris, Procuring Contracting Officer (PCO)  
703-432-5674

[Anita.norris@usmc.mil](mailto:Anita.norris@usmc.mil)

DCMA Virginia  
John Cronin, Administrative Contracting Officer (ACO)  
Phone 1- (540) 951-6127  
Fax 1 - (540) 961-8966  
[John.cronin@dcma.mil](mailto:John.cronin@dcma.mil)

Wendy Thompson, Contract Specialist  
703-432-8731  
[wendy.thompson@usmc.mil](mailto:wendy.thompson@usmc.mil)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## **G.2 DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION**

The Administrative Contracting Officer (ACO), Mr. John Cronin, of the cognizant Defense Contract Management Agency (DCMA), 10500 Battleview PKWY Suite 200 Manassas, VA 20109-2342, telephone 1- (540) 951-6127, Fax 1 - (540) 961-8966 email [john.cronin@dcma.mil](mailto:john.cronin@dcma.mil), is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR Subpart 42.3. In addition to the administration functions set forth in FAR 42.302(a), DCMA (Manassas) is also designated as the authority set forth in FAR 42.302(b).

## **G.3 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)**


(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment Systems (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven (7) days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. (Name Phone E-mail Address).

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   6</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00007</b>		3. EFFECTIVE DATE <b>01-Jul-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED (b)(6) 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>By Mutual Agreement of the Parties</b>							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>thompson113808</b> The purpose of this modification is to: 1) remove the DD254 requirement; update the SOW sections 4.1, 4.2, & 4.2.1 to clarify security requirements and remove H.4 content; 2) remove language "administrative, assurance of compliance with contract requirements, program status" from SOW section 3.1.6.1 & add to SOW section 3.1.6; 3) clarify section 3.3.2 & 1.3.2. of the SOW; 4) update Section J to reflect required and current attachments; 5) document that modification numbers P00002 & P00003 were skipped due to system problems; 6) change section H.7 Travel from \$10,000 quarterly to \$40,000 annually; and 7) update all option CLINs to reflect whole numbers. The total contract value remains unchanged. For a summary of changes see page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ANITA M. NORRIS / CONTRACTING OFFICER</b> TEL: 703-432-3153 EMAIL: <a href="mailto:anita.norris@usmc.mil">anita.norris@usmc.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>01-Jul-2011</b>	



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The total cost of this line item has increased by \$ (b)(4)

CLIN 1002

The total cost of this line item has increased by (b)(4)

CLIN 1004

The total cost of this line item has increased by \$ (b)(4)

CLIN 1005

The total cost of this line item has decreased by (b)(4)

CLIN 1006

The total cost of this line item has increased by \$ (b)(4)

CLIN 2001

The total cost of this line item has increased by \$ (b)(4)

CLIN 2004

The total cost of this line item has increased by \$ (b)(4)

CLIN 2005

The total cost of this line item has decreased by (b)(4)

CLIN 2006

The total cost of this line item has increased by \$ (b)(4)

CLIN 3001

The total cost of this line item has decreased by (b)(4)

CLIN 3002

The total cost of this line item has decreased by \$ (b)(4)

CLIN 3004

The total cost of this line item has increased by (b)(4)

CLIN 3005

The total cost of this line item has decreased by (b)(4)

CLIN 3006

The total cost of this line item has increased by (b)(4)

CLIN 4001

The total cost of this line item has decreased by (b)(4)

CLIN 4004

The total cost of this line item has increased by (b)(4)

CLIN 4005

The total cost of this line item has decreased by \$ (b)(4)

CLIN 4006

The total cost of this line item has decreased by \$ (b)(4)

The following have been modified:

SECTION H

Special Contract Requirements

**H.1. SUBSTITUTION OF KEY PERSONNEL**

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.



**Guidance on Substitutions.** During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

**Requests for Substitutions.** All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

**Key personnel definition.** Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

<b>Key Personnel</b>	
<i>Program Manager</i>	(b)(6)
<i>MAKE Lead Business Systems Analyst</i>	(b)(6)
<i>OIS-MC Lead Business Systems Analyst</i>	(b)(6)
<i>MAKE Lead Application Developer/Programmer</i>	(b)(6)
<i>OIS-MC Lead Application Developer/Programmer</i>	(b)(6)

## **H.2. UNAUTHORIZED CHANGES**

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

## **H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be

provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **H.4. SECURITY**

Reserved.

#### **H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved. *THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.*

#### **H.6. GOVERNMENT FURNISHED PROPERTY**

The Government will not provide any GFP under this contract.

#### **H.7. TRAVEL**

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$40,000 annually.

<u>SECTION J</u>			
<u>ATTACHMENTS</u>			
DOCUMENT TYPE	DESCRIPTION		PAGES
Attachment 1	Revised SOW	Dated 1 June 2011	27
Attachment 2	Revised CDRLs	Dated 25 Mar 2011	31
Attachment 3	Revised QASP	Dated 25 Mar 2011	26

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>   <b>10</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00006</b>		3. EFFECTIVE DATE <b>10-Jun-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY <b>MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556</b>		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342</b>		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ACCESS SYSTEMS, INCORPORATED (b)(6) 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) By Mutual Agreement of the Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <u>thompson113601</u> The purpose of this modification is to: 1) correct the unit prices for CLINs 0001, 0004, 0005 & 0006; this correction results in adding corresponding CLINs 0201, 0204, 0205 & 0206; 2) fund a portion of CLIN 0005 with a different Line of Accounting (LOA): CLIN 0005 is reduced from \$ (b)(4) and CLIN 0205 is added for \$ (b)(4) using the new LOA; & 3) the period of performance is updated to reflect the new CLIN structure. The total contract value is reduced by .03 cents. All other terms and conditions remain the same. See page 2 for a summary of changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ANITA M. NORRIS / CONTRACTING OFFICER</b> TEL: 703-432-3153 EMAIL: <a href="mailto:anita.norris@usmc.mil">anita.norris@usmc.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Anita M. Norris</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>13-Jun-2011</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The pricing detail quantity has decreased by (b)(4)

The total cost of this line item has decreased by (b)(4)

(b)(4)

## CLIN 0004

The pricing detail quantity has decreased by (b)(4)

The total cost of this line item has decreased by \$ (b)(4) to

\$ (b)(4)

## CLIN 0005

The pricing detail quantity has decreased by (b)(4)

The total cost of this line item has decreased by \$ (b)(4) to

\$ (b)(4)

## CLIN 0006

The pricing detail quantity has decreased by (b)(4)

The total cost of this line item has decreased by \$ (b)(4) to

\$ (b)(4)

CLIN 0201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		7	Months	(b)(4)	(b)(4)

Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT

(b)(4)

ACRN AA

CIN: M6785411RCAF3380201

(b)(4)

CLIN 0204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		7	Months	\$(b)(4)	(b)(4)

Corrective and Preventive Maintenance

FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT

(b)(4)

ACRN AA

CIN: M6785411RCAF3380204

(b)(4)

CLIN 0205 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205	Perfective and Adaptive Maintenance FFP The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract FOB: Destination MILSTRIP: M6785411RCS1D46	7	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AB  
CIN: M6785411RCS1D460205

(b)(4)

CLIN 0206 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206	AAIS Helpdesk Support FFP The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so. FOB: Destination MILSTRIP: M6785411RCAF338	7	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA  
CIN: M6785411RCAF3380206

(b)(4)

## ACCOUNTING AND APPROPRIATION

### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b)(4)

(b)(4)

CLIN 0001:

AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (CIN M6785411RCAF3380001) was decreased by \$ (b)(4)

CLIN 0004:

AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (CIN M6785411RCAF3380004) was decreased by \$ (b)(4)

CLIN 0005:

AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (CIN M6785411RCAF3380005) was decreased by (b)(4)

CLIN 0006:

AA: 17111061A2A 251 67854 067443 2D M67854 00011RCAF338 (CIN M6785411RCAF3380006) was decreased by \$ (b)(4)

CLIN 0201:

Funding on CLIN 0201 is initiated as follows:

ACRN: AA

CIN: M6785411RCAF3380201

Acctng Data: 17111061A2A 251 67854 067443 2D M67854

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00011RCAF338

CLIN 0204:

Funding on CLIN 0204 is initiated as follows:

ACRN: AA

CIN: M6785411RCAF3380204

Acctng Data: 17111061A2A 251 67854 067443 2D M67854

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00011RCAF338

CLIN 0205:

Funding on CLIN 0205 is initiated as follows:

ACRN: AB

CIN: M6785411RCS1D460205

Acctng Data: 17111061A2A 253 67854 067443 2D M67854



Increase: (b)(4)

Total: (b)(4)

Cost Code: 1RCS1D4624LZ

CLIN 0206:

Funding on CLIN 0206 is initiated as follows:

ACRN: AA

CIN: M6785411RCAF3380206

Acctng Data: 17111061A2A 251 67854 067443 2D M67854

Increase: (b)(4)

Total: (b)(4)

Cost Code: 00011RCAF338

#### DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-MAY-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-MAY-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-MAY-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-MAY-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item has been added to CLIN 0201:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-MAY-2011 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item has been added to CLIN 0204:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-MAY-2011 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item has been added to CLIN 0205:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-MAY-2011 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item has been added to CLIN 0206:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-MAY-2011 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0201:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for CLIN 0204:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0205:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0206:

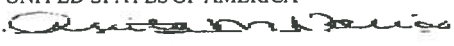
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been modified:

SECTION J  
ATTACHMENTS

DOCUMENT	TYPE	DESCRIPTION		PAGES
Attachment 1		Statement of Work (SOW)	Dated 09 May 2010	27
Attachment 2		Exhibits, Contract Line Items (CDRLs)	Dated 30 Nov 2010	31
Attachment 3		Quality Assurance Surveillance Plan (QASP)	Dated 09 May 2010	28
Attachment 4		Form, DD254		
Attachment 5		Revised SOW	Dated 24 Feb 2011	27
Attachment 6		Revised CDRLs	Dated 24 Feb 2011	31
Attachment 7		Revised QASP	Dated 24 Feb 2011	27
Attachment 8		Revised SOW	Dated 25 Mar 2011	27
Attachment 9		Revised CDRLs	Dated 25 Mar 2011	31
Attachment 10		Revised QASP	Dated 25 Mar 2011	26

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   5</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>		3. EFFECTIVE DATE <b>07-Apr-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY, SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b)(6) 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) By mutual agreement of the parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>thompson112525</b> The purpose of this modification is to: 1) change the unit of measure for CLIN 0005 from quarter to months; 2) change the unit of measure for CLINs 0007, 1007, 2007, 3007 & 4007 from quarter to cost; 3) note that modification numbers P0002 & P0003 were skipped due to a PD2 system error; 4) add DCMA S2404A to block 7 of the contract; 5) update section G of the contract to add John Cronin, DCMA ACO, change admin office DoDAAC from M67854 to S2404A, and change PCO from Berniece Washington to Anita M. Norris; 6) update the DD254 form, attachment 4 to the contract; 7) clarify sections 3.1.6 & 3.1.6.1 of the SOW, attachment 8 to the contract; 8) update CDRs, attachment 9 to the contract; and 9) revise QASP, attachment 10 to the contract. The total contract value remains unchanged. All other terms and conditions remain unchanged. For a summary of changes see page two.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3153 EMAIL: <a href="mailto:anita.norris@usmc.mil">anita.norris@usmc.mil</a>			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>07-Apr-2011</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0005

The unit of issue has changed from Quarter (Time) to Months.

CLIN 0007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 1007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 2007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 3007

The unit of issue has changed from Quarter (Time) to Cost.

CLIN 4007

The unit of issue has changed from Quarter (Time) to Cost.

The following have been modified:

SECTION G

**Contract Administration Data**

ADMINISTRATION DATA

G. 1 MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor

request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>. Training for WAWF is available at <http://www.wawftraining.com/index.html>.

The USMC WAWF-RA point of contact for this contract is (1) Mr. John Corrigan, and can be reached on (2) 703-432-4445, or via email at (3) [john.corrigan@usmc.mil](mailto:john.corrigan@usmc.mil). The alternate USMC WAWF-RA point of contact is (4) Ms. Cassandra Holloway, and can be reached on (5) 703-432-4443, or via email at (6) [cassandra.holloway@usmc.mil](mailto:cassandra.holloway@usmc.mil).

The contractor is directed to use the following guidance when choosing a format for processing invoices, receiving reports, and cost vouchers. If billing for Materials Only, select "Combo." If billing for Materials and Service, select "Combo." If billing for Services Only, select 2-in-1 (Services Only). If billing for Cost Type/Reimbursable Contracts, select "Cost Voucher."

Contractor is to submit payment requests only for items delivered to the Government. Contractor is to provide tracking information (e.g., FedEx, UPS, etc. transportation/shipping document) allowing confirmation of delivery by the Government. Tracking information and a packing slip or invoice indicating the quantity and ship-to location per Section F will be attached and uploaded into WAWF as supporting documentation.

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

E-Mail: [CCO-KC-VPIS@DFAS.MIL](mailto:CCO-KC-VPIS@DFAS.MIL) (Vendor Pay)

PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)

WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

The WAWF-RA Point of contact for this contract is Candy Burchett. Ms. Burchett can be reached at 703-432-8788

Data entry information in WAWF:

Payment Office DoDAAC: HQ0338

Issue By DoDAAC: M67854

Admin Office DoDAAC: S2404A

Ship To DoDAAC: M67854

Service Acceptor DODAAC: AMMO

Service Approver DODAAC: M67854

Additional E-mail notifications of invoices and Points of Contact:

Anita M. Norris, Procuring Contracting Officer (PCO)

703-432-4949

[Anita.norris@usmc.mil](mailto:Anita.norris@usmc.mil)

DCMA Virginia

John Cronin, Administrative Contracting Officer (ACO)

Phone 1- (540) 951-6127

Fax 1 - (540) 961-8966

[John.cronin@dcma.mil](mailto:John.cronin@dcma.mil)



Wendy Thompson, Contract Specialist  
703-432-8760  
[wendy.thompson@usmc.mil](mailto:wendy.thompson@usmc.mil)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
  - (b) Separately identify a payment amount for each contract line item included in the payment request.
- (End of clause)

**CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)**

- (a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment Systems (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web site.
- (b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (3) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven (7) days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. (Name Phone E-mail Address).

**SECTION J**  
**ATTACHMENTS**

DOCUMENT TYPE	DESCRIPTION		PAGES
Attachment 1	Statement of Work (SOW)	Dated 09 May 2010	27
Attachment 2	Exhibits, Contract Line Items (CDRLs)	Dated 30 Nov 2010	31
Attachment 3	Quality Assurance Surveillance Plan (QASP)	Dated 09 May 2010	28
Attachment 4	Form, DD254	Dated 28 Dec 2010	5
Attachment 5	Revised SOW	Dated 24 Feb 2011	27
Attachment 6	Revised CDRLs	Dated 24 Feb 2011	31
Attachment 7	Revised QASP	Dated 24 Feb 2011	27

Attachment 8	Revised SOW	Dated 25 Mar 2011	27
Attachment 9	Revised CDRLs	Dated 25 Mar 2011	31
Attachment 10	Revised QASP	Dated 25 Mar 2011	26

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00004</b>		3. EFFECTIVE DATE <b>14-Mar-2011</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY  MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b)(6) 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) By mutual agreement of the parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>thompson112326</b> The purpose of this modification is to: 1) Clarify the SOW (attachment 5 to the contract, 2) Update the CDRLs (attachment 6 to the contract), 3) Revise the QASP (attachment 7 to the contract), & 4) Designate Candy Burchett to be the COR. The total contract value remains unchanged. See page 2 for a summary of changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BERNIECE WASHINGTON / CONTRACTING OFFICER TEL: 703-432-8761 EMAIL: berniece.washington@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Berniece Washington</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>14-Mar-2011</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from  
DFAS COLUMBUS SOUTH ENTITLEMENT OPS  
P.O. BOX 182264  
COLUMBUS OH 43218-2264  
to  
DFAS - COLUMBUS CENTER  
DFAS - CO/SOUTH ENTITLEMENT OPERATIONS (8  
PO BOX 182264  
COLUMBUS OH 43218-2264

The following have been modified:

SECTION J  
ATTACHMENTS

DOCUMENT	TYPE	DESCRIPTION	PAGES
Attachment 1		Statement of Work (SOW) Dated 09 May 2010	27
Attachment 2		Exhibits, Contract Line Items (CDRLs) Dated 30 Nov 2010	31
Attachment 3		Quality Assurance Surveillance Plan (QASP) Dated 09 May 2010	28
Attachment 4		Form, DD254 n./a	4
Attachment 5		Revised SOW Dated 24 Feb 2011	27
Attachment 6		Revised CDRLs Dated 24 Feb 2011	31
Attachment 7		Revised QASP Dated 24 Feb 2011	27

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   22</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>28-Dec-2010</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY  MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE <b>M67854</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ACCESS SYSTEMS, INCORPORATED (b)(6) 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>M67854-11-F-1016</b>			
				X 10B. DATED (SEE ITEM 13) <b>15-Dec-2010</b>			
CODE <b>1NXG2</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>Mutual Agreement Between Both Parties</b>							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>washington111218</b> The purpose of this modification is to revise the delivery date on all the CLINS. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BERNIECE WASHINGTON / CONTRACTING OFFICER TEL: 703-432-8761 EMAIL: berniece.washington@usmc.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Berniece Washington</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>27-Dec-2010</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2010 TO  
27-DEC-2011

N/A

MARCORSYSCOM PM AMMO  
CANDY BURCHETT  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
703-432-8788  
FOB: Destination

M67854

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2010 TO 27-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2010 TO  
27-DEC-2011

N/A

MARCORSYSCOM PM AMMO  
CANDY BURCHETT  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
703-432-8788  
FOB: Destination

M67854

The following Delivery Schedule item for CLIN 1001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 1002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 1003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 1004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 1005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 1006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 1007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 1008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2011 TO 14-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2011 TO 27-DEC-2012	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 2001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 2002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 2003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 2004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 2005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 2006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 2007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 2008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2012 TO 14-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2012 TO 27-DEC-2013	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 3001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2013 TO 14-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2013 TO 27-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 3002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2013 TO 14-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2013 TO  
27-DEC-2014

N/A

MARCORSYSCOM PM AMMO  
CANDY BURCHETT  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
703-432-8788  
FOB: Destination

M67854

The following Delivery Schedule item for CLIN 3003 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2013 TO  
14-DEC-2014

N/A

MARCORSYSCOM PM AMMO  
CANDY BURCHETT  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
703-432-8788  
FOB: Destination

M67854

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2013 TO  
27-DEC-2014

N/A

MARCORSYSCOM PM AMMO  
CANDY BURCHETT  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
703-432-8788  
FOB: Destination

M67854

The following Delivery Schedule item for CLIN 3004 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 15-DEC-2013 TO  
14-DEC-2014

N/A

MARCORSYSCOM PM AMMO  
CANDY BURCHETT  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
703-432-8788  
FOB: Destination

M67854

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 28-DEC-2013 TO 27-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 3005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2013 TO 14-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2013 TO 27-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 3006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2013 TO 14-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2013 TO 27-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 3007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2013 TO 14-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2013 TO 27-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 3008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2013 TO 14-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2013 TO 27-DEC-2014	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 4001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 4002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 4003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 4004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 4005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 4006 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
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The following Delivery Schedule item for CLIN 4007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-DEC-2014 TO 27-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

The following Delivery Schedule item for CLIN 4008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-DEC-2014 TO 14-DEC-2015	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 28-DEC-2014 TO 27-DEC-2015      N/A

MARCORSYSCOM PM AMMO  
CANDY BURCHETT  
ATTN: CT 2041  
39 TECH PARKWAY, SUITE 211  
STAFFORD VA 22556  
703-432-8788  
FOB: Destination

M67854

(End of Summary of Changes)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 63	
2. CONTRACT NO. GS 06F 0593Z		3. AWARD/EFFECTIVE DATE 15-Dec-2010		4. ORDER NUMBER M67854-11-F-1016		5. SOLICITATION NUMBER M67854-10-R-1052	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WENDY M THOMPSON-MINCH				b. TELEPHONE NUMBER (No Collect Calls) 703-432-3149	
9. ISSUED BY  MARCORSYSCOM PM AMMO ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556  TEL: 703-432-8751 FAX: 703-432-8934		CODE M67854		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$25 million NAICS: 541512		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A6 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556		CODE M67854		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  ACCESS SYSTEMS, INCORPORATED JIM OLENIK 11710 PLAZA AMERICA DR STE 900 RESTON VA 20190-4742 <b>JAMES.OLENIK@STG.COM</b>  <b>703-464-6900</b> TEL: 703-464-6969		CODE 1NXG2 STG 12011 Sunset Hills Road Suite 1200 Reston VA 20190 FACILITY CODE		18a. PAYMENT WILL BE MADE BY  DFAS COLUMBUS SOUTH ENTITLEMENT OPS P.O. BOX 182264 COLUMBUS OH 43218-2264			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$5,234,642.52</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES  <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE Proposal <input checked="" type="checkbox"/> OFFER DATED <u>20-Oct-2010</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Berniece Washington</i>		02-Dec-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Berniece Washington / Contracting Officer  TEL: 703-432-8761 EMAIL: berniece.washington@usmc.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 63	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)		
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PART I --THE SCHEDULE

SECTION B  
DISPOSITION OF PROPERTY

**B.1. DISPOSITION OF PROPERTY UNDER THIS CONTRACT**

- (1) All materials provided by the contractor under this contract become the property of the Federal Government.
- (2) All software code purchased, provided, written or developed under this contract for the use of Federal Government becomes the property of the Federal Government.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months	(b)(4)	(b)(4)

Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT (b)(4)

ACRN AA (b)(4)

CIN: M6785411RCAF3380001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months	(b)(4)	\$(b)(4)

Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT	(b)(4)
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ACRN AA	(b)(4)
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CIN: M6785411RCAF3380002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months	(b)(4)	(b)(4)

DotNetNuke Software License

FFP

The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

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NET AMT	\$(b)(4)
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ACRN AA

(b)(4)

CIN: M6785411RCAF3380003



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12	Months	\$(b)(4)	(b)(4)

Corrective and Preventive Maintenance

FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT	(b)(4)
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ACRN AA	(b)(4)
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CIN: M6785411RCAF3380004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Quarter (Time)	(b)(4)	(b)(4)

Perfective and Adaptive Maintenance

FFP

The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

MILSTRIP: M6785411RCAF338

NET AMT (b)(4)

ACRN AA (b)(4)

CIN: M6785411RCAF3380005

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	AAIS Helpdesk Support	12	Months	\$(b)(4)	(b)(4)
	FFP				
	The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.				
	FOB: Destination				
	MILSTRIP: M6785411RCAF338				
				NET AMT	\$(b)(4)
	ACRN AA				(b)(4)
	CIN: M6785411RCAF3380006				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Quarter (Time)		\$40,000.00

## Travel

## COST

All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.

FOB: Destination

MILSTRIP: M6785411RCAF338

ESTIMATED COST	\$40,000.00
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ACRN AA

\$40,000.00

CIN: M6785411RCAF3380007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008					NSP

Technical Data

FFP

Technical Data for CLINs 0001, 0002, 0003, 0004, 0005, and 0006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	\$(b)(4)	\$(b)(4)

OPTION Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months	(b)(4)	(b)(4)

OPTION Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months	(b)(4)	(b)(4)

OPTION DotNetNuke Software License

FFP

The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT

(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Months	(b)(4)	\$(b)(4)

OPTION      Corrective and Preventive Maintenance

FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

NET AMT      (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months	(b)(4)	(b)(4)

OPTION Perfective and Adaptive Maintenance

FFP

The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		12	Months	\$(b)(4)	(b)(4)

OPTION AAIS Helpdesk Support

FFP

The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

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NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007			Quarter (Time)		\$40,000.00
OPTION	Travel				
	COST				
	All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.				
	FOB: Destination				
				ESTIMATED COST	\$40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008					NSP

OPTION      Technical Data

FFP

Technical Data for CLINs 1001, 1002, 1003, 1004, 1005, and 1006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	(b)(4)	(b)(4)

OPTION      Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

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NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months	(b)(4)	\$(b)(4)

OPTION Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

NET AMT \$(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months	(b)(4)	(b)(4)

OPTION DotNetNuke Software License

FFP

The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT (b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		12	Months	\$(b)(4)	(b)(4)

OPTION Corrective and Preventive Maintenance  
FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT (b)(4)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		12	Months	\$(b)(4)	(b)(4)
OPTION	Perfective and Adaptive Maintenance				
	FFP				
	The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.				
	FOB: Destination				

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NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		12	Months	\$(b)(4)	(b)(4)
OPTION	AAIS Helpdesk Support				
	FFP				
	The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.				
	FOB: Destination				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007			Quarter (Time)		\$40,000.00
OPTION	Travel COST				
	<p>All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.</p> <p>FOB: Destination</p>				
				ESTIMATED COST	\$40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008					NSP

OPTION	Technical Data
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FFP

Technical Data for CLINs 2001, 2002, 2003, 2004, 2005, and 2006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	\$(b)(4)	(b)(4)

OPTION Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months	\$(b)(4)	(b)(4)

OPTION Licenses and Software Maintenance

FFP

The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.

FOB: Destination

NET AMT	\$(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Months	\$(b)(4)	(b)(4)

OPTION      Corrective and Preventive Maintenance  
FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		12	Months	\$ (b)(4)	(b)(4)

OPTION Perfective and Adaptive Maintenance

FFP

The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		12	Months	\$(b)(4)	(b)(4)
OPTION	AAIS Helpdesk Support				
	FFP				
	The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.				
	FOB: Destination				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007			Quarter (Time)		\$40,000.00
OPTION	Travel COST				
	All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.				
	FOB: Destination				
				ESTIMATED COST	\$40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008					NSP

OPTION      Technical Data

FFP

Technical Data for CLINs 3001, 3002, 3003, 3004, 3005, and 3006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	\$(b)(4)	(b)(4)

OPTION      Program Management Activities

FFP

The Contractor shall provide AAIS Program Management Activities in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.

FOB: Destination

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NET AMT      (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months	\$ (b)(4)	(b)(4)
OPTION	Licenses and Software Maintenance				
	FFP				
	The contractor shall provide One Platform & One Studio Licenses and Software Maintenance in accordance with the Statement of Work as Attachment 1 to the contract.				
	FOB: Destination				
NET AMT					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months	\$(b)(4)	(b)(4)

OPTION      DotNetNuke Software License

FFP

The Contractor shall provide DotNetNuke Software License and Maintenance in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT      \$(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		12	Months	\$(b)(4)	(b)(4)

OPTION      Corrective and Preventive Maintenance  
FFP

The Contractor shall provide Corrective and Preventive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT      (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		12	Months	\$(b)(4)	(b)(4)

OPTION Perfective and Adaptive Maintenance

FFP

The Contractor shall provide Perfective and Adaptive Maintenance Activities in accordance with the Statement of Work, as Attachment 1 to the contract.

FOB: Destination

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		12	Months	\$ (b)(4)	(b)(4)
OPTION	AAIS Helpdesk Support				
	FFP				
	The Contractor shall provide AAIS Helpdesk Support in accordance with the Statement of Work, as Attachment 1 to the contract, and provide all materials, equipment, personnel, and facilities necessary to do so.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007			Quarter (Time)		\$40,000.00
OPTION	Travel COST				
	<p>All travel will be preapproved by the COR. Authorized travel expenses necessary to perform modernization, maintenance and training, will be reimbursed (direct or indirect i.e. scheduling, coordination expense, ticketing, fees, etc.) consistent with generally accepted accounting principles and cost accounting standards and reference prevailing Joint Travel Regulations (JTR) guidance. Travel will be reimbursed at actual costs in accordance with JTR and FAR Part 31.205-46. All travel invoices shall be provided to the Government for review/certification prior to submission for payment.</p> <p>FOB: Destination</p>				
				ESTIMATED COST	\$40,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008					NSP

OPTION

Technical Data

FFP

Technical Data for CLINs 4001, 4002, 4003, 4004, 4005, and 4006, in accordance with DD1423, Contract Data Requirements List (CDRL) attached hereto under Section J as Attachment 2 to the contract. NOTE: This CLIN is Not Separately Priced (NSP).

FOB: Destination

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NET AMT

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## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

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0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

3002	Destination	Government	Destination	Government
3003	Destination	Government	<u>Destination</u>	<u>Government</u>
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	<u>Destination</u>	<u>Government</u>
4008	Destination	Government	Destination	Government

## SECTION C

### **Descriptions and Specifications**

See Section J, Attachment 1 titled Statement of Work, Attachment 2 Contract Data Requirements List (CDRLs) A001 to A031, Attachment 3 Quality Assurance Surveillance Plan (QASP), and Attachment 4 Form DD254.

## SECTION D

### **Packaging and Marking**

#### **D.1 DATA DELIVERABLES**

All deliverable contract items shall be packaged in accordance with established commercial practices to ensure safe delivery at destination.

All data deliverables and correspondence shall be submitted to the Contracting Officer's Representative (COR) with a copy to the Contracting Officer, on or before date scheduled for delivery.

#### **SECTION E**

##### **Inspection and Acceptance**

#### **E.1 FINAL INSPECTION**

Final inspection and acceptance of all work, performance, reports and other deliverables under this task order shall be performed by the designated COR. The contract shall permit government representatives access at any reasonable time to all records, data and facilities.

#### **CLAUSES INCORPORATED BY REFERENCE**

52.246-4

Inspection Of Services--Fixed Price

AUG 1996



## **SECTION F**

### **Deliveries or Performance**

#### **F.1 PERIOD OF PERFORMANCE**

The Period of Performance for this Task Order Shall be (date of task order award) through 12 months for the base period. The renewal of Option Periods will be contingent upon superior performance and compliance with the Quality Assurance Surveillance Plan (QASP).

Option Year 1- 12 months after date of contract award, if and to the extent exercised.

Option Year 2- 12 months after date of exercised option year 1, if and to the extent exercised.

Option Year 3- 12 months after date of exercised option year 2, if and to the extent exercised.

Option Year 4- 12 months after date of exercised option year 3, if and to the extent exercised.

#### **F.2 PLACE OF PERFORMANCE**

The Principal place of performance shall be at the contractor's facility in accordance with the SOW.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-DEC-2010 TO 14-DEC-2011	N/A	MARCORSYSCOM PM AMMO CANDY BURCHETT ATTN: CT 2041 39 TECH PARKWAY, SUITE 211 STAFFORD VA 22556 703-432-8788 FOB: Destination	M67854
0002	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

0006	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0007	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0008	POP 15-DEC-2010 TO 14-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1001	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1002	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1003	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1004	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1005	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

1006	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1007	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
1008	POP 15-DEC-2011 TO 14-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2001	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2002	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2003	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2004	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2005	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

2006	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2007	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
2008	POP 15-DEC-2012 TO 14-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3001	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3002	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3003	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3004	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3005	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

3006	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3007	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
3008	POP 15-DEC-2013 TO 14-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4001	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4002	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4003	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4004	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4005	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

4006	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4007	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
4008	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

## SECTION G

### Contract Administration Data

#### ADMINISTRATION DATA

#### G. 1 MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

##### ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step

procedures to register are available at the <https://wawf.eb.mil/>. Training for WAWF is available at <http://www.wawftraining.com/index.html>.

The USMC WAWF-RA point of contact for this contract is (1) Mr. John Corrigan, and can be reached on (2) 703-432-4445, or via email at (3) [john.corrigan@usmc.mil](mailto:john.corrigan@usmc.mil). The alternate USMC WAWF-RA point of contact is (4) Ms. Cassandra Holloway, and can be reached on (5) 703-432-4443, or via email at (6) [casandra.holloway@usmc.mil](mailto:casandra.holloway@usmc.mil).

The contractor is directed to use the following guidance when choosing a format for processing invoices, receiving reports, and cost vouchers. If billing for Materials Only, select "Combo." If billing for Materials and Service, select "Combo." If billing for Services Only, select 2-in-1 (Services Only). If billing for Cost Type/Reimbursable Contracts, select "Cost Voucher."

Contractor is to submit payment requests only for items delivered to the Government. Contractor is to provide tracking information (e.g., FedEx, UPS, etc. transportation/shipping document) allowing confirmation of delivery by the Government. Tracking information and a packing slip or invoice indicating the quantity and ship-to location per Section F will be attached and uploaded into WAWF as supporting documentation.

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address (provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

E-Mail: [CCO-KC-VPIS@DFAS.MIL](mailto:CCO-KC-VPIS@DFAS.MIL) (Vendor Pay)

PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1 then #4)

WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

The WAWF-RA Point of contact for this contract is Candy Burchett. Ms. Burchett can be reached at 703-432-8788

Data entry information in WAWF:



Payment Office DoDAAC: HQ0338

Issue By DoDAAC: M67854

Admin Office DoDAAC: M67854

Ship To DoDAAC: M67854

Service Acceptor DODAAC: AMMO

Service Approver DODAAC: M67854

Additional E-mail notifications of invoices and Points of Contact:

Berniece Washington, Contracting Officer

703-432-8761

[Berniece.washington@usmc.mil](mailto:Berniece.washington@usmc.mil)

Wendy Thompson, Contract Specialist

703-432-8760

[wendy.thompson@usmc.mil](mailto:wendy.thompson@usmc.mil)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment Systems (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (3) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven (7) days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. (Name Phone E-mail Address).

#### ACCOUNTING AND APPROPRIATION DATA

AA: 17111061A2A 251 67854 067443 2D M67854

COST CODE: 00011RCAF338

AMOUNT: (b)(4)

CIN M6785411RCAF3380001: \$(b)(4)

CIN M6785411RCAF3380002: \$(b)(4)

CIN M6785411RCAF3380003: \$(b)(4)

CIN M6785411RCAF3380004: \$(b)(4)

CIN M6785411RCAF3380005: \$(b)(4)

CIN M6785411RCAF3380006: \$(b)(4)

CIN M6785411RCAF3380007: \$40,000.00

## SECTION H

### Special Contract Requirements

#### **H.1. SUBSTITUTION OF KEY PERSONNEL**

**General Provision.** The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

**Guidance on Substitutions.** During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

**Requests for Substitutions.** All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal, and specifically listed herein, to the Government who are necessary to fill the requirements of the contract.

Key Personnel	
<i>Program Manager</i>	(b)(6)
<i>MAKE Lead Business Systems Analyst</i>	(b)(6)
<i>OIS-MC Lead Business Systems Analyst</i>	(b)(6)
<i>MAKE Lead Application Developer/Programmer</i>	(b)(6)
<i>OIS-MC Lead Application Developer/Programmer</i>	(b)(6)

## H.2. UNAUTHORIZED CHANGES

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner, communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

## H.3. ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this

contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **H.4. SECURITY**

The Contractor shall obtain the appropriate security clearance(s) in accordance with Section J, Attachment 5 entitled "DoD Contract Security Classification Specification" (DD254).

#### **H.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken under such direction until the Contracting Officer has issued a modification to the contract, or until the issue has otherwise been resolved.

*THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE CONTRACT.*

#### **H.6. GOVERNMENT FURNISHED PROPERTY**

The Government will not provide any GFP under this contract.

#### **H.7. TRAVEL**

Travel will be reimbursed at actual costs in accordance with the Joint Travel Regulations (JTR) and shall not exceed \$10,000 a quarter.

PART II--CONTRACT CLAUSESSECTION I

## CLAUSES INCORPORATED BY REFERENCE

52.215-19	Notification of Ownership Changes	OCT 1997
52.222-50	Combating Trafficking in Persons	FEB 2009
52.232-18	Availability Of Funds	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995

252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### PART III EXHIBITS/ATTACHMENTS



SECTION J  
ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION		PAGES
Attachment 1	Statement of Work (SOW)	Dated 09 May 2010	27
Attachment 2	Exhibits, Contract Line Items (CDRLs)	Dated 30 Nov 2010	31
Attachment 3	Quality Assurance Surveillance Plan (QASP)	Dated 09 May 2010	28
Attachment 4	Form, DD254	n./a	4